

CITY OF FAIRFIELD

RESOLUTION NO. 2012 - 279

RESOLUTION OF THE CITY COUNCIL AWARDING A CONTRACT TO TRUGREEN LANDCARE, INC., FOR ROLLING HILLS, KOLOB, AND WATERMAN HIGHLANDS LIGHTING AND LANDSCAPE MAINTENANCE DISTRICTS

WHEREAS, the bid opening for the Rolling Hills, Kolob, and Waterman Highlands Lighting and Landscape Maintenance District took place on November 8, 2012; and

WHEREAS, the apparent low bidder was TruGreen LandCare, Inc., in the amount of \$311,664.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The City Manager is authorized and directed to enter into a contract with TruGreen LandCare, Inc., in the amount of \$311,664.

Section 2. The City Manager is authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 18th day of December 2012, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: None

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None


MAYOR

ATTEST:


CITY CLERK
pw

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated January 1, 2013, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and TRUGREEN LANDCARE, party of the second part, hereinafter called the CONTRACTOR.

RECITALS:

WHEREAS, the CITY is the owner of real properties in the City known as

LANDSCAPE MAINTENANCE

FOR

ROLLING HILLS-KOLOB-WATERMAN HIGHLANDS LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS

(hereinafter referred to as the 'Property') made a part of this Agreement by reference; and

Whereas, the City and Contractor have agreed that Contractor shall be responsible for the actual maintenance of certain of the Improvements, to wit, the landscaping, and the costs therefore shall be paid to Contractor by the City, and that all other costs shall be paid by the City directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the improvements installed in accordance with the plans previously approved by the City.

2. Properties Subject to Agreement. The properties as herein referred to, includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. Contractor hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

- | | |
|--|-----------------------------|
| (a) Specifications for Landscape Maintenance dated | <u>10-11-12</u> |
| (b) The accepted bid dated | <u>11-08-12</u> |
| (c) Instructions to bidders, | <u> </u> |
| (d) City of Fairfield Standard Specifications and details dated January 1988 | |
| (e) Performance Bond dated | <u> </u> |
| (f) Labor and Materials Bond dated | <u> </u> |

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. Contractor agrees to diligently maintain and care for the covered improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Special Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. Contractor and the City agree that commencing January 1, 2013, the City will pay Contractor the Contract Sum plus any approved extras for maintaining the Covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, Contractor shall deliver to the City a billing for the Covered Maintenance Costs incurred by Contractor for the previous month, together with supporting documentation therefore, and such costs shall be paid to Contractor within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the Contractor and other costs and expenses approved by the City as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract Sum. The Contractor will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-four month Maintenance Period, for the sums not to exceed as follows:

LANDSCAPE MAINTENANCE

FOR

ROLLING HILLS-KOLOB-WATERMAN HIGHLANDS LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Rolling Hills LLMD	Month	24	\$11,096	\$266,304
2.	Kolob LLMD	Month	24	\$998	\$23,952
3.	Waterman Highlands LLMD	Month	24	\$892	\$21,408
TOTAL BID:					\$311,664

REQUIRED INFORMATION

On occasion, the City of Fairfield may ask the contractor to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: Cost + 15%

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: \$55

Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the contractor will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the LMM prior to beginning work.

Extra Work: All extra work shall be approved in advance in writing by the City. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the Contractor's expense.

5. Costs Paid by City.

5.1 The following costs shall be paid directly by the City:

5.1.1 All utility costs including, but not limited to: PG&E and water.

5.1.2 Cost of street light maintenance.

5.1.3 All other costs as may lawfully be covered by the City.

6. City May Maintain Landscaping.

6.1 Temporary Default. Contractor agrees that in the event Contractor fails to perform any of the duties specified in Paragraph 3, above, the City may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon Contractor, at least fourteen (14) days in advance of the date when the City intends to enter the area for the purpose stated in this paragraph. Contractor may void the notice, and the City's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then Contractor shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, Contractor shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If Contractor fails to perform the required duties within the time period(s) specified by this paragraph, the City may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The City may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owned to Contractor.

6.2 Continuing Default. Contractor agrees that in the event Contractor should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to Contractor by the City and no additional time to cure such default has been given Contractor by the City, the City may elect to terminate this Agreement by serving written notice to Contractor of such termination and

upon such termination, all maintenance of the improvements shall be performed by or under the direction of the City.

7. Option to Renew. By mutual agreement, the City and the Contractor may enter into an agreement for extension of this agreement for a period of an additional twenty four (24) months upon the same terms and conditions set forth herein with a negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more than two extensions will be granted of this agreement. New work would be added at a cost increase agreed to by the Contractor and the City prior to beginning the work.

8. Hold Harmless Agreement. Contractor will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the City, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of Contractor, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for Contractor, his subcontractor, in connection with the work to be performed under this Agreement but not including the sole or active negligence or willful misconduct of the City. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates required under this Agreement does not relieve Contractor from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of Contractor's, or any subcontractor's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor's Insurance. Contractor shall not commence work under this Agreement or permit his subcontractor to commence work there under until Contractor shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. Contractor shall not allow any subcontractor to commence work on his subcontract until all insurance required of the contractor or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a). Workers' Compensation Insurance: Contractor shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all Contractor's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. Contractor shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all Contractor's or subcontractor's employees, unless such employees are covered by the protection afforded to Contractor. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, Contractor shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Contractor hereby agrees to indemnify City for any damage resulting to it from failure of either Contractor or any subcontractor to take out or maintain such insurance. Contractor shall provide the Public Works Director with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b). Liability Insurance: Contractor shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the City, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the City; and (3) no other insurance effected by the City will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 8 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy City, its elective and appointive boards, commissions, officers, agents, and employees, Contractor and any subcontractor performing work covered by this Agreement.

10. Certificates of Insurance. Contractor shall file with City's Public Works Director upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Public Works Director prior to the effective date of such cancellation, or change in coverage.

Contractor shall file with the Public Works Director concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

11. Contractor not Agent of City. Neither Contractor nor any of Contractor's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Contractor's obligations under this Agreement.

12. No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the City if this provision is violated.

13. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to City shall be addressed as follows:
City Engineer
Fairfield City Hall
1000 Webster Street
Fairfield, California 94533

Notices required to be given to Contractor shall be addressed as follows:

Any party or the surety may change such address by notices in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

14. Miscellaneous Terms and Provisions.

- (a) If any of this contract is adjudged invalid, the remaining provisions of it are not affected.
- (b) Notice to Contractor shall be considered to have been given to Contractor when sent to address as stated above.
- (c) This writing contains a full, final, and exclusive statement of the Contract of the parties.
- (d) By executing this Agreement, Contractor authorizes and grants to the City or anyone acting on the City's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by Contractor.

15. Local Employment Policy. "The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

16. Termination of Contract by the City.
The City reserves the right to terminate the contract for convenience, for any reason or for no reason, at the City's sole discretion but not the performance of the contractor. The contractor is entitled to receive payment for work completed. Reasonable overhead and profit will be recognized for work completed. However, no allowances or compensation will be granted for the loss of any anticipated profit by the contractor. Notice of the City's intent to terminate will be given ten days prior by register mail. Notice of termination will be

followed after the tenth day. The contractor will be required to remove all materials and personal property belonging to the contractor within the ten days.

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

ATTEST:

CITY OF FAIRFIELD

Erin Hoff
City Clerk *Deputy*

By: *Dan W...*
City Manager *6/2/13*

TRUGREEN LANDCARE
CONTRACTOR

By: *[Signature]*

Bennett M...
Title

EDD REPORTING REQUIREMENTS CHECKLIST

As per SB 542 (Burton/Schiff 09-27-1999), effective January 1, 2001, the State Employment Development Department (EDD) requires the following:

Please complete the following: (To be completed by the department)

Department/Division: _____ Date of Contract: _____

Authorized by Res. No.: _____ Contract Expiration Date: _____

Person Reviewing EDD Requirements: _____ Phone: _____

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, the CONSULTANT who is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation, or other form of organization shall provide the following information to CITY to comply with EDD reporting requirements.

- A. If CONSULTANT is doing business as a sole proprietorship, then CONSULTANT shall provide the full name, address, social security number, and home/business phone number.
- B. If CONSULTANT is doing business as other than a sole proprietorship, then CONSULTANT shall provide CONSULTANT's business/organization name, address, federal tax identification number, and business/organization phone number.

Dear Contracting Company:

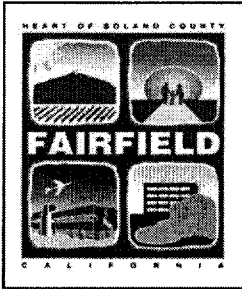
Pursuant to your contract with the above-mentioned City of Fairfield Department, we require you to complete Box 1 AND Box 2 below. Please indicate the type of business and provide the information requested:

Box 1

NAME AND ADDRESS	
FULL NAME	TRIMBLE LANDSCAPE
ADDRESS	393 WATT DR. #19
CITY, STATE, ZIP	FAIRFIELD, CA 94534
PHONE NUMBER	(707) 864-5594

Box 2

✓ BOX	TYPE OF BUSINESS	SSN/TIN	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	SSN only	Name is box 1 must match SSN
<input type="checkbox"/>	PARTNERSHIP	TIN	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	TIN	
<input type="checkbox"/>	CORPORATION	TIN	
<input checked="" type="checkbox"/>	LIMITED LIABILITY CORPORATION	TIN	36-431 3318
<input type="checkbox"/>	NON-PROFIT CORPORATION	TIN	



**City of Fairfield
Public Works Department**

**Landscape Maintenance for Rolling Hills, Kolob,
Waterman Highlands Lighting and Landscape
Maintenance Districts**

NAME OF PROJECT

Thursday, November 8, 2012 at 2pm

DATE OF BID

NO.	BIDDER	AMOUNT *
1	TruGreen LandCare Fairfield	\$311,664.00
2 /	Dominguez Landscape Sacramento	\$318,993.60
3 ✓	New Image Landscape Co. Fremont	\$331,200.00
4 /	Coast Landscape Management Napa	\$426,552.00
Engineer's Estimate		\$309,000.00/2yrs

*Note: This bid summary shows the bids by apparent low bid rank but is not a determination of award, responsiveness, or responsibility of bids received. The values computed are values based on Staff's interpretation of the bids, correction of mathematical errors and assumptions made where ambiguous and/or illegible entries are encountered during the review process.



PERFORMANCE BOND

Bond Number: 024047077
Premium: \$3,117.00 / Annually

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, TruGreen LandCare L.L.C., (hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company, duly organized under the laws of the State of Massachusetts, (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Fairfield, (hereinafter called the Oblige), in the sum of Three Hundred Eleven Thousand Six Hundred Sixty Four and NO/100 (\$311,664.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Oblige, dated January 1, 2013, for Landscape Maintenance for Rolling Hills-Kolob-Waterman Highlands Lighting & Landscape Maintenance Districts, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, on shall pay over, make good and reimburse to the above named Oblige, all loss and damage which said Oblige may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

FURTHERMORE, Notwithstanding the provisions of the Contract, the term of this bond shall apply from January 1st, 2013, until December 31st, 2013, and may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the obligee recoverable under this bond on any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

NO SUIT, ACTION OR PROCEEDING by the Oblige to recover on this bond shall be sustained unless the same be commenced within two (2) years following the date on which Principal ceased work on said Contract.

Signed and sealed this 2nd day of January, 2013.

TruGreen LandCare L.L.C.

Principal

By: 

Attorney-in-Fact, Janina Montee

Liberty Mutual Insurance Company

Surety

By: 

Attorney-in-Fact, Michelle Haase

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On January 2, 2013
Date

before me,

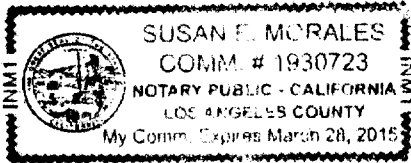
SUSAN E. MORALES, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

Janina Monroe

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Susan E. Morales
Signature of Notary Public

SUSAN E. MORALES

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TruGreen LandCare, a California General Partnership - CITY OF FAIRFIELD

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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TRUGREEN LandCare

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE

LOCATION

Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES

FEDERAL EMPLOYER IDENTIFICATION NUMBER

TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17th day of May, 2012

TruGreen LandCare L.L.C.

By: [Signature]
Vidyadhar Kulkarni, President & CEO

(Signature to be retained)

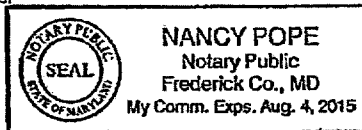
STATE OF MARYLAND}
COUNTY OF FREDERICK}

On this 17th day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainer, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nancy Pope
Notary Public

My Commission Expires:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles }

On January 2, 2013
Date

before me,

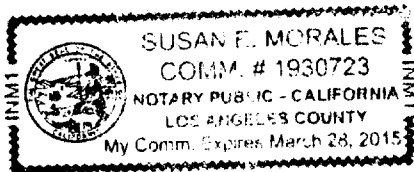
SUSAN E. MORALES, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

Michelle Haase

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Susan E. Morales

Signature of Notary Public

SUSAN E. MORALES

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TruGreen LandCare, a California General Partnership - CITY OF FAIRFIELD

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4831226

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, TIMOTHY J. NOONAN, MICHELLE HAASE, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA**

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100** **DOLLARS (\$ 50,000,000.00)** each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 6th day of September, 2011.



LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written:



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2nd day of February, 2012.



By Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



PAYMENT BOND

Bond Number: 024047077

Premium: Included In Cost of Performance Bond.

Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462-1644
Ph. (610) 832-8240

KNOW ALL MEN BY THESE PRESENTS, That we, TruGreen LandCare L.L.C., (hereinafter called the Principal), as Principal, and Liberty Mutual Insurance Company, duly organized under the laws of the State of Massachusetts, (hereinafter called the Surety), as Surety, are held and firmly bound unto City of Fairfield, (hereinafter called the Oblige), in the sum of Three Hundred Eleven Thousand Six Hundred Sixty Four and NO/100 (\$311,664.00) Dollars, for the payment of which sum well and truly to be made, we, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, said Principal has entered into a written Contract with said Oblige, dated January 1, 2013, for Landscape Maintenance for Rolling Hills-Kolob-Waterman Highlands Lighting & Landscape Maintenance Districts, in accordance with the terms and conditions of said Contract, which is hereby referred to and made a part hereof as if fully set forth herein:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall promptly make payment to all Claimants, as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED AND SUBJECT TO THE CONDITIONS PRECEDENT:

1. A "Claimant" is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The Principal and the Surety hereby jointly and severally agree with the Oblige that every Claimant, who has not been paid in full before the expiration of a period of ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. The Oblige shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any Claimant: (a) Unless Claimant, other than one having a direct contract with the Principal, shall have given written notice to the Principal and the Surety within ninety (90) days (or such lesser or greater time period as otherwise permitted by relevant law) after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in separate envelopes addressed to the Principal and Surety. The Principal may be served at any place where an office is regularly maintained for the transaction of business, or in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. The Surety may be served to the attention of The Surety Law Department at the above-listed address. (b) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere. (c) After the expiration of one (1) year (or such lesser or greater time period as otherwise permitted by relevant law) following the date on which the Subcontractor provided the last labor and/or materials to the project. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
4. Surety shall have no liability to any Claimant under this Bond for any amount unless it is due and owing to the Claimant by the Principal pursuant to the express terms of the contract between the Principal and Claimant or, if the Claimant does not have a direct Contract with Principal, pursuant to the terms and conditions of the Contract between the Claimant and the Subcontractor to the Principal. The Bond incorporates all of the Principal's contractual defenses, including but not limited to pay-if-paid provisions, whereby payment to the Claimant is subject to the condition precedent of the Oblige's payment to the Principal, and other limitations on amounts due under the contract between Principal and Claimant.
5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens, which may be filed of record against such improvement, whether or not a claim for the amount of such lien be presented under and against this bond.

FURTHERMORE, Notwithstanding the provisions of the Contract, the term of this bond shall apply from January 1st, 2013, until December 31st, 2013, may be extended by the Surety by Continuation Certificate. However, neither non-renewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of non-renewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto. In no event shall Surety's aggregate liability exceed the penal sum of this bond.

Signed and sealed this 2nd day of January, 2013

TruGreen LandCare L.L.C.

Principal

By: 

Attorney-in-Fact, Janina Monroe

Liberty Mutual Insurance Company

Surety

By:  (Seal)

Attorney-in-Fact, Michelle Haase

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On January 2, 2013
Date

before me,

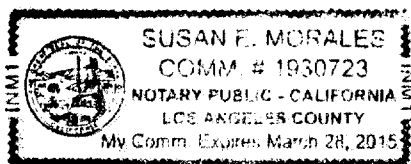
SUSAN E. MORALES, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

Janina Monroe

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

SUSAN E. MORALES

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TruGreen LandCare, a California General Partnership - CITY OF FAIRFIELD

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

TRUGREEN LandCare

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE

LOCATION

Paul Boucher	Lockton Insurance Brokers LLC-Los Angeles
Janina Monroe	Lockton Insurance Brokers LLC-Irvine
Sarah Campbell	Lockton Insurance Brokers LLC-Los Angeles
Dennis Langer	Lockton Insurance Brokers LLC-Los Angeles
Yalonda Eubank	Lockton Insurance Brokers LLC-Los Angeles
Richard A. Roderick	Lockton Insurance Brokers LLC-Los Angeles
Heather Win	Lockton Insurance Brokers LLC-Los Angeles
Misty Wright	Lockton Insurance Brokers LLC-Los Angeles
Debra J. Scarborough	Lockton Insurance Brokers LLC-Kansas City
Christy M. McCart	Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES

FEDERAL EMPLOYER IDENTIFICATION NUMBER

TruGreen LandCare, a California General Partnership	36-4313318
TruGreen LandCare of Nevada L.L.C.	36-4345959
TruGreen LandCare of Alabama L.L.C.	36-4345958
Minnesota Lawn Maintenance, Inc.	41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17 th day of May, 2012

TruGreen LandCare L.L.C.

By: [Signature]
Vidyadhar Kulkarni, President & CEO

(Signature to be notarized)

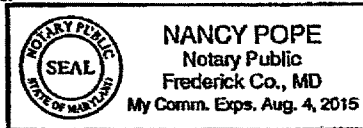
STATE OF MARYLAND)
COUNTY OF FREDERICK)

On this 17th day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainer, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nancy Pope
Notary Public

My Commission Expires:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On January 2, 2013
Date

before me,

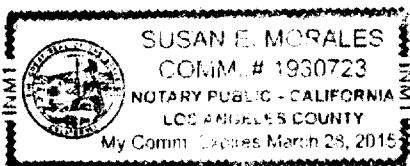
SUSAN E. MORALES, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

Michelle Haase

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Susan E. Morales
Signature of Notary Public

SUSAN E. MORALES

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TruGreen LandCare, a California General Partnership - CITY OF FAIRFIELD

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

4831227

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint **PAUL BOUCHER, JANINA MONROE, THOMAS G. MCCALL, JEREMY YEUNG, TIMOTHY J. NOONAN, MICHELLE HAASE, ALL OF THE CITY OF LOS ANGELES, STATE OF CALIFORNIA**

....., each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **FIFTY MILLION AND 00/100** **DOLLARS (\$ 50,000,000.00**) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 6th day of September, 2011.



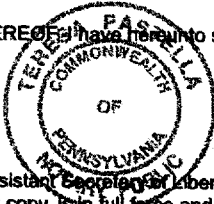
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of September, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 29, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 2nd day of June, 2011.



Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CITY OF FAIRFIELD
STATE OF CALIFORNIA

LANDSCAPE MAINTENANCE

FOR

ROLLING HILLS-KOLOB-WATERMAN HIGHLANDS
LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty four (24) months** from the date of the Notice to Proceed (anticipated to be January 1, 2013.)

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed.

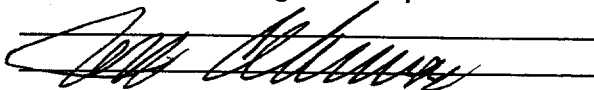
Bids will be submitted for the entire work. Contract will be awarded on lowest base bid only. The city reserves the right to add any of the alternates based on available budget.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work a unit price and a total price for the item, and for each lump sum item a total price for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth in the "Total Price" column shall be an extension of the unit price bid on the basis of the quantity for this item.

In case of discrepancy between the unit price and the total price set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Price" column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

Bidder acknowledges receipt of the following addenda:



LANDSCAPE MAINTENANCE

FOR

ROLLING HILLS-KOLOB-WATERMAN HIGHLANDS LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Rolling Hills LLMD	Month	24	11,096	266,304
2.	Kolob LLMD	Month	24	998.983	23,952
3.	Waterman Highlands LLMD	Month	24	892	21,408
TOTAL BID:				\$311,664	

Note: Contractor shall bid on all Base Bid. The basis of award shall be based on the Total Bid. Failure to bid on all items will be cause to reject contractor's bid.

REQUIRED INFORMATION

On occasion, the City of Fairfield may ask the contractor to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: cost plus 15%

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: \$55

Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the contractor will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the LMM prior to beginning work. Extra work may include activities beyond the frequencies of maintenance as described in the Specifications. The LLM will request a proposal to perform such activities.

STATEMENT OF EXPERIENCE

Indicate below, or on a separate sheet, at least three (3) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account. The contractor must have five (5) years of experience performing similar work on large-scale maintenance contracts. Lack of experience and good references are grounds to reject bids.

1. Account Name: CITY OF FAIRFIELD
Address: 420 GARDEN ST. FAIRFIELD, CA
Contract Person/Title: GARY JENSEN
Phone Number: 707-428-7060
Number of years servicing this account: 14 yrs.
2. Account Name: VALERO REFINING - BENICIA
Address: 3001 PARK RD, BENICIA, CA 94510
Contract Person/Title: TIM EUBANK
Phone Number: 707-745-7355
Number of years servicing this account: 7 yrs
3. Account Name: CEMENTEL VALACVILLE
Address: 1000 NEW HORIZONS DR VALACVILLE, CA
Contract Person/Title: WAYNE RYAN
Phone Number: 503-793-6586
Number of years servicing this account: 1 yr.

PROPOSAL QUESTIONNAIRE*

1. How many years has your company been in the business of providing landscaping services, and what geographical areas does your firm provide landscaping service to?

20+ YEARS PROVIDING BUSINESS-
THE LOWER 48 STATES AND
60 MINUTES.

2. Describe the type(s) of safety training your employees have had that is directly related to the performance of the landscaping services requested under this Invitation For Bids?

1. WEEKLY TOOLBOX MEETINGS.
2. ANNUAL PESTICIDE TRAINING.
3. STANDARD OPERATING PROCEDURES.

3. What is the current number of employees working for your firm?

FAIRFIELD OFFICE 45

4. What has been the employee turnover rate for your firm in the past year?

10%

5. How many field supervisors does your firm intend to assign to the City's contract?

TWO OLD SUPERVISOR
ONE MANAGER.

6. Describe on a separate sheet of paper your firm's work plan for the City's contract should you be the successful bidder.

WATERBURY TO EXISTING THE CONTRACT AS
STATED AND MANAGEMENT TO EXISTING THE CONTRACT.

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address.

JEFF GILLESPIE ACCOUNT MANAGER
303 WATKINS DRIVE #15 FAIRFIELD, CA 94534
707-964-6594 JEFFREY.GILLESPIE@Landcare.com

* Attach additional pages if needed

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

<u>Subcontractor's Name and Address</u>	<u>Sub Contr. License Number</u>	<u>Portion of Work or Item(s) of work to be performed</u>	<u>Percent of Total Contract</u>
1. <u>Sobyo Shale</u> <u>4th Street</u> <u>P.O. Box 6870</u>	<u>699129</u>	<u>Paint</u>	<u>5%</u>
2. <u>Van Nuys, CA 91416</u>	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

Note: Attach additional sheets if required.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

JEFF AHIDEN, being first duly sworn, deposes and says that he or she is BRIAN H. MAURER of TRIMARK GROUP the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

11/5/12
(Date)

[Signature]
(Signature)

See Attached Notary
NOTE: THIS FORM MUST BE NOTARIZED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Solano

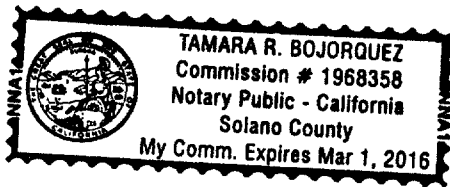
On 11/7/2012 before me,

Here Insert Name and Title of the Officer

personally appeared

Jeffrey Ahrens

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Noncollusion Affidavit

Document Date: 11/5/12

Number of Pages: Pg 7 + Notary

Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jeffrey Ahrens

- ☒ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☒ Other: Branch Manager

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

TRUMBINEEN LANDCARE

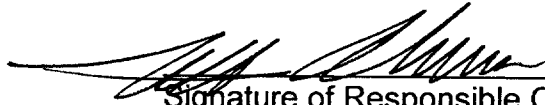
Name of Firm

399 W. H. M. #13 Van Fleet, CA 94534

Business Address

707-864-5594

Phone Number



Signature of Responsible Official

Contractor's License:

a. Class: C-27

b. Number: 970508

c. Expiration Date: 2-28-2014

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

ATTACHED

TruGreen LandCare L.L.C.

A Delaware Limited Liability Company

In accordance with TruGreen LandCare L.L.C.'s Commitment Authority Policy, employees are not to apply for any revolving credit accounts in the TruGreen LandCare L.L.C. name or in the name of any of its related subsidiaries. Credit cards or revolving credit accounts, which imply a contract for TruGreen LandCare L.L.C. or a subsidiary thereof to pay balances due, may not be opened unless authorized by LandCare's CFO or Treasurer. Additionally, employees are not authorized to grant liens on assets of the Company. However, the Commitment Authority Policy does allow for the purchase of goods and services in the ordinary course of business, i.e., the establishment of trade credit, so long as purchases are paid in full upon receipt of an invoice.

As such, in order to comply with the above policy and to avoid improper commitments of the Company or of one's self personally, it is recommended that vendor credit applications not be completed. Rather, it is recommended that this sheet be given to a vendor who seeks to evaluate the credit worthiness of TruGreen LandCare L.L.C. If additional information is requested, please contact Christine Hurt at christine.hurt@landcare.com or 301-874-3860.

Related Companies:	<u>Entity</u>	<u>Duns#</u>	<u>Tax ID #</u>
	TruGreen LandCare L.L.C.	12-154-8270	36-4313318
	TruGreen LandCare, a California General Partnership		36-4313318
	TruGreen LandCare of Alabama L.L.C.		36-4345958
	TruGreen LandCare of Nevada L.L.C.		36-4345959

Principal Address: 9416 Doctor Perry Road
Hjamsville, Maryland 21754
(301) 874-3300

Website: www.landcare.com

Years in Business: Since August 19, 1999
100% Owned by Landcare Holdings, Inc.
Tax ID#: 45-1969151

Officers: Vidyadhar (Vidu) Kulkarni, President & Chief Executive Officer
Debra Wood, CFO
Letha Sanders, Vice President and Secretary

Type of Business: Commercial Landscape Maintenance
SIC: 0782, 0781 NAICS: 561730

Trade References: **Inquiries can be made as follows:**

Granger	Unifirst Corporation	Premier Growers
Ph: 847-647-2060	Attn: Credit Dept	Attn: Jeff Gaston
Refer to TGLC Cust #:	68 Jonspin Road	3485 S Puckett Rd
813806056	Wilmington, MA 01887	Buford, GA 30519
	Fax: 978-658-3277	Ph: 770-932-5234

Bank Contact: Wells Fargo Bank
Patrick Moore
7 St Paul Street, 3rd floor
Baltimore, MD 21202
Fax: 410-244-1236

Bank Reference Requests: **Inquiries must be made by FAX only with signed release by Christine Hurt to:**
Wells Fargo Bank
Balance Confirmation Services
Fax: 704-427-1729

Financial Statements: Publicly available at www.sec.gov under Service Master prior to 4/29/2011
Revised April 28, 2012

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

LANDSCAPE MAINTENANCE

FOR

**ROLLING HILLS-KOLOB-WATERMAN HIGHLANDS
LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS**

WHEREAS TruGreen LandCare, a California General Partnership

393 Watt Dr. #B, Fairfield, CA. 94534

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and RLI Insurance Company

6303 Owensmouth Avenue, 10th Floor, Woodland Hills, CA

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as

Surety, are held and firmly bound unto City in the penal sum of Ten Percent of the total Bid amount

Dollars (\$ 10% of the total Bid amount), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

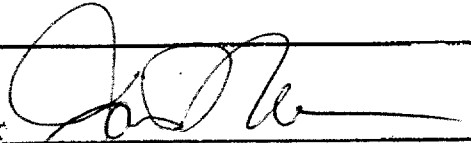
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845. IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: November 6, 2012

"Contractor"

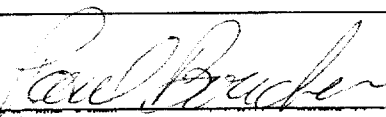
TruGreen LandCare, a California General Partnership

By: 
Janina Monroe, Attorney-In-Fact

By: _____
Title

"Surety"

RLI Insurance Company

By: 
Title Paul Boucher, Attorney-In-Fact

By: _____
Title

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Los Angeles

On November 6, 2012
Date

before me,

SARAH E. CAMPBELL, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

Janina Monroe

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(X) whose name(X) is/xxx subscribed to the within instrument and acknowledged to me that ~~xx/sh~~xxx executed the same in ~~xxx~~ authorized capacity~~xxx~~, and that by ~~xxx~~ signature(X) on the instrument the person(X) or the entity upon behalf of which the person(X) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

SARAH E. CAMPBELL

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TruGreen LandCare, a California General Partnership - Bid Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Janina Monroe

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing:

**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

TRUGREEN LandCare

POWER OF ATTORNEY

TruGreen LandCare L.L.C. ("TruGreen"), a Delaware Limited Liability Company, with its principal place of business located at 9416 Doctor Perry Road, Ijamsville, Maryland 21754, and a Federal Employer Identification Number of 36-4313318, hereby constitutes and appoints, jointly and severally, the employees of Lockton Insurance Brokers LLC ("Lockton") identified below, as its true and lawful attorney-in-fact, to execute all surety bonds with a face amount of up to \$1,000,000 issued on behalf of TruGreen or any of TruGreen's direct and/or indirect subsidiaries as set forth herein.

EMPLOYEE

LOCATION

Paul Boucher
Janina Monroe
Sarah Campbell
Dennis Langer
Yalonda Eubank
Richard A. Roderick
Heather Win
Misty Wright
Debra J. Scarborough
Christy M. McCart

Lockton Insurance Brokers LLC-Los Angeles
Lockton Insurance Brokers LLC-Irvine
Lockton Insurance Brokers LLC-Los Angeles
Lockton Insurance Brokers LLC-Los Angeles
Lockton Insurance Brokers LLC-Los Angeles
Lockton Insurance Brokers LLC-Los Angeles
Lockton Insurance Brokers LLC-Los Angeles
Lockton Insurance Brokers LLC-Los Angeles
Lockton Insurance Brokers LLC-Kansas City
Lockton Insurance Brokers LLC-Kansas City

This Power of Attorney supersedes all prior Power of Attorney executed for this purpose and shall become effective upon the signing of this document and shall remain in effect until terminated by either party upon ten (10) days' written notice.

This Power of Attorney shall include the following direct and indirect subsidiaries of TruGreen and any and all direct and/or indirect subsidiaries that are acquired or formed by TruGreen after the execution of this Power of Attorney.

SUBSIDIARIES

FEDERAL EMPLOYER IDENTIFICATION NUMBER

TruGreen LandCare, a California
General Partnership

36-4313318

TruGreen LandCare of Nevada L.L.C.

36-4345959

TruGreen LandCare of Alabama L.L.C.

36-4345958

Minnesota Lawn Maintenance, Inc.

41-1766873

IN WITNESS WHEREOF, the individual signing below affirms his/her authority to sign this Power Of Attorney on behalf of TruGreen LandCare L.L.C. and to grant the powers contained herein.

Dated this 17th day of May, 2012

TruGreen LandCare L.L.C.

By: [Signature]

Vidyadhar Kulkarni, President & CEO

(Signature to be notarized)

~~~~~

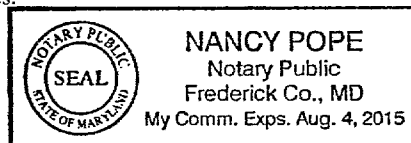
STATE OF MARYLAND}  
COUNTY OF FREDERICK}

On this 17<sup>th</sup> day of May, 2012, before me, the undersigned Notary Public for said State and County, personally appeared VIDYADHAR KULKARNI, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President and CEO of TRUGREEN LANDCARE L.L.C., the within named bargainor, a Delaware Limited Liability Company, and that he as such President and CEO, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Nancy Pope  
Notary Public

My Commission Expires:



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of LOS ANGELES

On November 6, 2012  
Date

before me,

SARAH E. CAMPBELL, NOTARY PUBLIC

Here Insert Name and Title of the Officer

personally appeared

PAUL BOUCHER

Name(s) or Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/xx subscribed to the within instrument and acknowledged to me that he/xxxxxx executed the same in his/xxxxxx authorized capacity/xx, and that by his/xxxxxx signature(x) on the instrument the person(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Signature of Notary Public

SARAH E. CAMPBELL

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: TruGreen LandCare, a California General Partnership - Bid Bond

Document Date: November 6, 2012

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: NONE

### Capacity(ies) Claimed by Signer(s)

Signer's Name: PAUL BOUCHER

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☒ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing:

**RIGHT THUMBPRINT  
OF SIGNER**

Top of thumb here



RLI Surety  
P.O. Box 3967 | Peoria, IL 61612-3967  
Phone: (800)645-2402 | Fax: (309)689-2036  
www.rlicorp.com

## POWER OF ATTORNEY

### RLI Insurance Company

#### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Susan Thurston, Rae L. Zachary, Jeremy Yeung, Michelle Haase, Timothy Noonan jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 2nd day of March, 2012.



**RLI Insurance Company**

By: Roy C. Die Vice President

State of Illinois }  
County of Peoria } SS

#### CERTIFICATE

On this 2nd day of March, 2012, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this NOV 06 2012 day of November.

By: Jacqueline M. Bockler Notary Public



**RLI Insurance Company**

By: Roy C. Die Vice President

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